

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1 51
2. CONTRACT (Proc. Inst. Ident.) NO. N00039-16-C-0087		3. EFFECTIVE DATE 21 Sep 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300600408	
5. ISSUED BY CODE N00039 COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		6. ADMINISTERED BY (If other than Item 5) DCMA SPRINGFIELD BUILDING 93, ARDEC PICATINNY NJ 078035000		CODE S3101A SCD: B	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) BAE SYSTEMS INFORMATION AND ELECTRONIC S SYSTEMS INTEGRATION INC. 150 PARISH DR WAYNE NJ 07470-6009				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM	
CODE 0D0D0		FACILITY CODE			
11. SHIP TO/MARK FOR SPAWAR SYSTEM CENTER PACIFIC DAN J ROUNTRY 53560 HULL STREET BLDG 1, FLOOR 1 SAN DIEGO CA 92152-5001		CODE N66001		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CONORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266 CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule	
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT \$47,671,959.00					
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>N00039-14-R-0001-0003</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)		
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Admin-Principal			20A. NAME OF CONTRACTING OFFICER Heidi Radaford TEL: EMAIL:		
19B. NAME OF CONTRACTOR BAE Systems Info and Elect Sys Integration, Inc. (b)(6)		19C. DATE SIGNED 21-Sept-2016	20B. (b)(6)		20C. DATE SIGNED 21 Sept 2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

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STANDARD FORM 26 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Design, Develop, & Delivery 2 EDM NTCDL CPIFAN/USQ-214 Network Tactical Common Data Link (NTCDL) Systems (2 EDMs) (to include antenna subsystem, Link Management Subsystem, and External Data User Interface Subsystem Hardware) and 3 Installation Test Support Device (ITSD) to include First Article Testing (FAT) IAW SPS Para 3.13 and SOW Para 3.2	1	Lot		\$47,671,959.00
	SHARE RATIO: Government 40%/Contractor 60% for cost overruns and underruns.				
	FOB: Destination				
				TARGET COST	\$ (b)(4)
				TARGET FEE	\$ (b)(4)
				TOTAL TGT COST + FEE	\$47,671,959.00
				MINIMUM FEE	\$ (b)(4)
				MAXIMUM FEE	\$ (b)(4)
				SHARE RATIO ABOVE TARGET	40/60
				SHARE RATIO BELOW TARGET	60/40

ITEM NO	SUPPLIES/SERVICES
000101	
	CLIN 0001- EDM design Award CLIN 0001 to Design, Develop, & Deliver 2 EDM NTCDL CPIFAN/USQ-214 Network Tactical Common Data Link (NTCDL) Systems (2 EDMs) (to include antenna subsystem, Link Management Subsystem, and External Data User Interface Subsystem Hardware) and 3 Installation Test Support Device (ITSD) to include First Article Testing (FAT) IAW SOW Para 3.2. PR Number: 1300600408
	ACRN: AA Funded Amount: \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 FFP		1	Each	\$ (b)(4)	\$ (b)(4)
OPTION	NTCDL EDM (to include antenna subsystem, Link Management Subsystem, and External Data User Interface Subsystem Hardware) FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 FFP		1	Lot	\$ (b)(4)	\$ (b)(4)
OPTION	LMS and EDUI Subsystem Hardware Link Management Subsystem (LMS) Hardware and External Data User Interface (EDUI) Subsystem Hardware IAW SOW Para 3.2, 3.2.7.3.3 and SPS Para 3.3.6, and 3.3.7 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 CPFF		1	Lot		NTE
OPTION	Engineering Services IAW SOW para 3.2.12 Not to Exceed \$500,000 FOB: Destination				
ESTIMATED COST					\$ (b)(4)
FIXED FEE					\$ (b)(4)
TOTAL EST COST + FIXED FEE					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 CPFF		1	Lot		
OPTION	DT/OA Support Services IAW SOW para 3.2.15 Not to Exceed \$1,300,000 FOB: Destination				
ESTIMATED COST					\$ (b)(4)
FIXED FEE					\$ (b)(4)
TOTAL EST COST + FIXED FEE					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 FFP					NSP
	Contract Data Requirements List (CDRL) Not Separately Priced - in support of CLINs 0001, 0002, 0003, 0004, and 0005 Note: Includes EDM Technical Data Package, and Level III Drawings FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP		1	Lot	\$0.00	\$ (b)(4) NC
	Data Rights IAW with Data Rights Table B-1 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP					\$0.00
OPTION	LRIP NTCDL System CVN and Large Deck Platforms IAW SPS Para 3.2.2.1.1 and SOW Paras 3.3, 3.3.1 See Pricing Table B-2 for quantities and pricing FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 FFP		1	Lot	\$ (b)(4)	\$ (b)(4) (b)(4)
OPTION	Provisioning Items Ordered (PIO) Subsystems, LRU's, Spares, Parts, and Materials IAW SOW 3.3, 3.3.4, 3.3.5 See Pricing Table B-2 for quantities and pricing Not to Exceed \$5,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 CPFF		1	Lot		
OPTION	Field Engineering Services Fielding, Sustainment, and Depot Repair Services (labor only, no material) IAW SOW 3.5 Not to Exceed \$1,300,000 FOB: Destination				
ESTIMATED COST					\$ (b)(4)
FIXED FEE					\$ (b)(4)
TOTAL EST COST + FIXED FEE					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP					NSP
OPTION	Contract Data Requirements List (CDRL) Not Separately Priced - in support of CLINs 1001, 1002, and 1003. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP					\$ (b)(4)
OPTION	LRIP NTCDL System CVN and Large Deck Platforms IAW SPS Para 3.2.2.1.1 and SOW Paras 3.3, 3.3.1 See Pricing Table B-2 for quantities and pricing FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 FFP		1	Lot	\$ (b)(4)	\$ (b)(4)
OPTION	Provisioning Items Ordered (PIO) Subsystems, LRU's, Spares, Parts, and Materials IAW SOW 3.3, 3.3.4, 3.3.5 See Pricing Table B-2 for quantities and pricing Not to Exceed \$5,000,000 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 CPFF			Lot		NTE
OPTION	Field Engineering Services Fielding, Sustainment, and Depot Repair Services (labor only, no material) IAW SOW 3.5 Not to Exceed \$1,300,000 FOB: Destination				
ESTIMATED COST					\$ (b)(4)
FIXED FEE					\$ (b)(4)
TOTAL EST COST + FIXED FEE					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP					NSP
OPTION	Contract Data Requirements List (CDRL) Not Separately Priced - in support of CLINs 2001, 2002, and 2003. FOB: Destination				

B-1**B-1 Data Rights Table**

DATA RIGHTS (If Data Rights are priced, the Government will modify the resulting contract to include those prices as non-fee bearing FFP option CLIN(s) to Section B of the Contract). The Government seeks to acquire, at a minimum, Government Purpose Rights (GPR) as defined in DFARS 252.227-7013 and 252.227-7014 for commercial and noncommercial technical data, computer software, and computer documentation as defined in DFARS 252.227-7013, 252.227-7014, and 252.227-7015. The following tables classify the Government's technical data rights by CDRL item. The classification applies only to the extent the CDRL item or parts thereof meet the definitions of technical data, computer software, and computer software documentation as referenced above. The column marked "Rights Classification" provides the type of rights proffered to the Government under the contract, while the "Price" column provides the corresponding non-fee bearing FFP for the rights. If any of the technical data listed below is updated during the performance of the contract, the Contractor shall deliver the rights to the updated technical data at no additional cost to the Government. A \$0 (zero) indicates that the rights associated with that CDRL are available to the Government, as the Government has funded or partially funded the development of the CDRL deliverable under this contract. Note that this table is not all-inclusive; the Offeror may add additional CDRL items during proposal submission.

(NOTE: Firmware shall be considered software and shall meet all of the software requirements listed within this RFP).

The proposed prices set forth in the table below apply throughout the Period of Performance (PoP) of this contract.

DATA RIGHTS TABLE

CDRL	Name	Rights Classification	Price (non-fee bearing)
A001	Contractor's Progress, Status and Management Report	(b)(4)	
A002	Conference Agenda		
A003	Conference Minutes		
A004	Program Management Plan (PMP)		
A005	Contract Work Breakdown Structure (CWBS)		
A006	Contractor's Configuration Management Plan (CMP)		
A007	Interface Design Description (IDD)		
A008	Item Unique Identification (IUID) Marking Plan		
A009	Item Unique Identification (IUID) Marking Activity, Validation, Verification Report		
A010	Installation Requirements Drawings (IRD)		
A011	Enterprise Change Request (ECR)		
A012	Specification Change Notice		
A013	Request for Variance (RFV)		
A014	Baseline Description Document		
A015	Configuration Status Accounting Information		
A016	Technical Report - Study/Services		
A017	Systems Engineering Management Plan (SEMP)		
A018	Technical Data Package		
A019	Software Product Specification		
A020	Software Version Description (SVD)		
A021	Information Assurance (IA) Design Review Information Package (DRIP)		
A022	Integrated Program Management Report (IPMR)		
A023	Integrated Program Management Report (IPMR)		
A024	Contract Funds Status Report (CFSR)		
A025	System/Subsystem Item Design Description (SSDD)		
A026	System/Subsystem Item Design Description (SSDD)		
A027	Software Development Plan (SDP)		
A028	Technical Manual Package		
A029	Technical Report - Study/Services		
A030	Health Hazard Assessment Report (HHAR)		
A031	Human Engineering Design Approach Document-Maintainer (HEDAD-M)		
A032	RESERVED		
A033	Interface Design Description (IDD)		
A034	NTCDL COMSEC Security Certification Document		
A035	Progress Report (Studies)		
A036	Reliability Test Reports		
A037	Acceptance Test Plan		
A038	Maintainability/Testability Demonstration Test Report		
A039	Logistics Management Information (LMI) Summaries		
A040	Test Plan		
A041	Test/ Inspection Report		

A042	Test Procedure
A043	Parts List
A044	Condition Based Maintenance Plus (CBM+) Program Plan
A045	Failure Analysis and Corrective Action Report (FACAR)
A046	Conference Minutes
A047	RESERVED
A048	Test/Inspection Report
A049	Electromagnetic Interference Control Procedures (EMICP)
A050	Electromagnetic Interference Test Procedures (EMITP)
A051	Electromagnetic Interference Test Report (EMITR)
A052	Electromagnetic Environmental Effects (E3) Integration and Analysis Report (E3IAR)
A053	Electromagnetic Environmental Effects (E3) Verification Procedures (E3VP)
A054	Electromagnetic Environmental Effects (E3) Verification Report (E3VR)
A055	Spectrum Certification Spectral Characteristics Data
A056	Waveform Certification
A057	RESERVED
A058	Test Plan
A059	Test Procedure
A060	High-Impact Shock Test Procedures
A061	Shock Test Report
A062	Test/Inspection Report
A063	Equipment Structureborne Vibration Acceleration Measurements Test Report
A064	Reliability Test Plan
A065	Maintainability/Testability Demonstration Test Plan
A066	Test/Inspection Report
A067	Test Procedure
A068	Test/Inspection Report
A069	Configuration Audit Plan
A070	Configuration Audit Summary Report
A071	Configuration Audit Summary Report
A072	Planned Maintenance System (PMS) Maintenance Index Page (MIP)
A073	Planned Maintenance System (PMS) Maintenance Requirement Card (MRC)
A074	Course Conduct Information Package
A075	Training Conduct Support Document
A076	Test Package
A077	Critical Task Analysis Report
A078	Reliability Prediction and Documentation of Supporting Data
A079	Proposed Spares Parts List

(b)(4)

A080	Logistics Management Information (LMI) Data Product
A081	Interactive Computer Aided Provisioning System (ICAPS) Data Exchange
A082	System/Subsystem Design Description (SSDD)
A083	Acceptance Test Plan
A084	Software User Manual
A085	Test Procedure
A086	Test/Inspection Report
A087	Test Procedure
A088	Test/Inspection Report
A089	Technical Report - Study/Services
A090	Technical Report - Study/Services
A091	Hazardous Materials Management Plan (HMMP) Report

(b)(4)

(End of Clause)

B-2 Pricing Tables – NTCDL LRIP System, Subsystems, Spares and LRUs (CLINs 1001, and 2001)

The Government will have the right to order quantities of those items so long as the total quantity does not exceed the total quantity specified in the quantity column per CLIN. The maximum quantity is 5 each per period for each CLIN in the table below. **The contractor shall propose the respective price-quantity break that results in the most advantageous cost savings to the Government.** The Government can benefit from a combined quantity buy if modifications are placed within 30 day period. All items ordered for such an item during this 30 day period will be treated as a single modification, or combined to achieve economies of scale for the purpose of establishing the quantity price. For example, if the quantity break was QTY 1-3 for \$100; QTY 4-5 \$75 and a modification was issued for a quantity of 3 each of CLIN 1001 and within a 30 day window from the date of the modification, the Government placed a second modification of 1 each for CLIN 1001, the Government would combine the quantities and recalculate the unit pricing for all items based upon a combined quantity of 4 each.

B-2a NTCDL System (including antenna and radome) CLINs 1001, and 1002 (5 max. per CLIN)

	QTY 1	QTY 2	QTY 3	QTY 4	QTY 5
1001					
2001					

B-2b NTCDL Subsystems, Spares, LRUs CLINs 1002, and 2002 (5 max. per CLIN)

CLIN 1002	QTY 1	QTY 2	QTY 3	QTY 4	QTY 5
External Data					
User Interface					
Subsystem					
Link					
Management					

Subsystem	
Installation	
Test Support	
Device	

CLIN 2002	QTY 1	QTY	QTY	QTY	QTY
External Data					
User Interface					
Subsystem					
Link					
Management					
Subsystem					
Installation					
Test Support					
Device					

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (CLINs 0004, 0005, 1003, 1004, 2003, and 2004)

FIXED FEE: \$ (b)(4) The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to 10 % percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

5252.216-9203 PAYMENT OF INCENTIVE FEE (JAN 1989)

TARGET COST (Exclusive of Fee): \$ (b)(4)

MINIMUM FEE: \$ (b)(4)

TARGET FEE: \$ (b)(4)

MAXIMUM FEE: \$ (b)(4)

SHARE RATIO: Government 40% /Contractor 60% for cost overruns and underruns.

The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled "Allowable Cost and Payment" and "Incentive Fee".

The Government shall make payment on account of the target fee of (b)(4) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract.

In the event of discontinuance of the work in accordance with the clause entitled "Limitation of Cost," the fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

(End of clause)

5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989)

(a) This contract is incrementally funded with respect to both cost and target fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Target Fee", are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO TARGET FEE</u>
0001	\$ (b)(4)

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
0001	\$ (b)(4)	30 September 2017

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3 involves access to and handling of classified material up to and including **SECRET**.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer .

(End of clause)

5252.211-9201 COMPLIANCE WITH SPECIFICATION AND STATEMENT OF WORK (DEC 1999)

The effort required hereunder shall be in accordance with the NTCDL System Performance Specification (SPS and Statement of Work) set forth herein which is included as Attachments 1 and 2, respectively.

(End of clause)

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$ (b)(4) inclusive of fee. It is estimated that these funds will cover the cost of performance through 30 September 2017. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ (b)(4) shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first **270 days** of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial **270 day** period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

[Contract officer insert personnel determined at time of contract award to be key personnel]

NAME

CONTRACT LABOR CATEGORY



(b)(4), (b)(6)

Program Manager

Lead System Engineer

Lead Antenna Engineer

Lead Radio Engineer

Lead Speciality Engineer

Lead Test Engineer

Lead Software Engineer

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

5252.246-9203**5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)**

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM	DESTINATION	QUANTITY	DELIVERY SCHEDULE
0001	SPAWAR SSC Pacific	1 Lot	(b)(4) Months After Contract Award (MACA) -First Article Test (FAT), followed by delivery of 2 EDMs -Joint Interoperability Test Center (JITC) Waveform certifications for all CDL waveforms required prior to FAT testing -NSA Certification (b)(4) MACA -Shock testing, qualification and environmental testing -Initial delivery of EDM Technical Data Package (TDP) (b)(4) MACA -Final delivery of EDM TDP -Update TDP after DT/OA and incorporate any ECPs implemented
0002	TBD	1 EDM	24 Mos after Option Exercised
0003	TBD	1 Lot	(b)(4) Mos after Contract Award
0004	TBD	1 Lot	TBD
0005	TBD	1 Lot	12 Mos after Option Exercised
0006	COR		As specified in CDRLs

1001 - 1004, and 2001 - 2004	TBD	TBD	12 Mos from Option Exercised (b)(4)
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(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0004 Line Item Specific: by Fiscal Year

SEP 2009

ACCOUNTING AND APPROPRIATION DATA

AA: [REDACTED]
 COST CODE: [REDACTED]
 AMOUNT: \$ (b)(4)
 CIN 1300600408001: \$ (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00039

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	N00039
Admin DoDAAC	_____
Inspect By DoDAAC	N/A
Ship To Code	see schedule
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
Contracting Officer Representative (COR) Natalie Dailey, natalie.dailey@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6)

Code: PMW/A 170

Address: PEO C4I

4301 Pacific Highway
San Diego, CA 92110

Phone Number: (619) 524-7533

E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Incentive Fee/Cost Plus Fixed Fee/Firm Fixed Price contract.

(End of clause)

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

(End of clause)

G-321

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

Section H - Special Contract Requirements

H-1**Provisioning Items Ordered (PIO)**APPLICABLE TO CLINS, if and to the extent exercised, option items 1002, and 2002

- (a) Contracting Modification – Provisioning Items and Other Supplies or Services to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or services under the Item set forth herein when a contract modification is issued by the Purchasing Contracting Officer (PCO) in accordance with the procedures specified in the Schedule. The Government shall not be liable for any expenses incurred by the Contractor under Item set forth herein until a contract modification is issued by the Government.
- (b) Ordering. For the purpose of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies or services to be furnished by the Contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (1) below. Each contract modification issued in accordance with paragraph (d) or (e) below shall be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (i) be numbered as a modification to this contract in accordance with FAR Supplement 4.7004-3;
 - (ii) identify the Item number set forth in SECTION B of the Schedule under which the supplies or services are being procured;
 - (iii) set forth the supplies or services and the quantities being procured.
 - (iv) set forth packaging (preservation and packing) and marking requirements for supplies being procured (See FAR 10.004(e));
 - (v) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (See FAR 47.305-10 and DOD FAR Supplement 247.305-10);
 - (vi) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a NTE modification where the delivery schedule has not been negotiated);
 - (vii) identify those items, if any, subject to the "Limitation of Liability – Major Items" clause, if included in this contract;
 - (viii) obligate funds to cover supplemental agreement issued under paragraph (d) below or not to exceed (NTE) modifications issued under paragraph (e) below;
 - (ix) set forth the applicable accounting and appropriation data;
 - (x) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to:
 - (1) the Contractor,
 - (2) the Contract Administration Office,
 - (3) the cognizant provisioning or requiring activity,
 - (4) the Paying Office, and
 - (5) the Accounting Office.
- (c) Supplemental Agreements Covering Priced Provisioning Items or Other Supplies or Services. Except as otherwise provided in paragraph (e) below, the PCO will issue a supplemental agreement to this contract when supplies or services are to be furnished by the Contractor. The Contractor shall submit to the PCO, prior to the issuance of each modification, a price quotation for the supplies or services ordered by the Government which shall include: (1) an estimate of the costs with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Such supplemental agreement shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the PCO.
- (d) Provisioning Items Orders and Other NTE Modifications. In those cases where it is not possible to fully price the supplies or services required by the Government in accordance with paragraph (c) above, the PCO will issue unilateral contract modification in the form of a NTE modification. Each NTE modification shall provide for total

performance of the modification for the specified NTE and such NTE shall bear reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each NTE modification. The milestone schedule established in the NTE modification concerned shall be within the period set forth in paragraph (g) below. Each NTE modification shall set forth the not-to-exceed NTE for the supplies or services being procured and shall be signed by the PCO. The NTE specified in any NTE modification shall not be used as a billing price for delivered items. Modifications for provisioned items shall be issued in accordance with DOD FAR Supplemental 217-7402(b).

(e) Limitation of Government Liability and Contractor Obligations Under NTE Modifications. The not-to-exceed price specified in each NTE modification shall be the limitation on the Government's obligation to pay for the supplies of the services being ordered until the NTE modification has been superseded by a supplemental agreement to this contract unless such not-to-exceed price has been increased, in writing, by the PCO. The Contractor shall not be obligated to proceed with performance under any NTE modified, if the Contractor has reason to believe that the supplies or services called for will so exceed the estimated price specified therein, but shall promptly so notify the PCO, in writing, with a copy to the cognizant provisioning or requiring activity, and propose an increase in the estimated price. Within fifteen (15) days after receipt of such notification, the PCO will either increase the estimated price of the NTE modification concerned or notify the Contractor, in writing, how and to what extent the work is to be continued. If the Contractor has reason to believe that the total price to the Government for the supplies or services called for in any NTE modification will be substantially less than the estimated price specified therein, the Contractor shall promptly so notify the PCO in writing, with a copy to the cognizant provisioning or requiring activity. The PCO may, based upon such notification decrease the estimated price of the NTE modification concerned.

(f) Cost Quotations and Establishment of Definitized Estimated Firm Fixed Price Under NTE Modifications. The Contractor shall submit to the PCO, not later than sixty (60) days after issuance of each NTE modification a price quotation for the supplies or services ordered by the Government which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the NTE modification, together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Upon submission of the Contractor's price quotation, the Contractor and the PCO shall promptly negotiate and establish a firm price for the supplies or services called for in the NTE modification concerned. The firm price established for the supplies set forth in a supplemental agreement to the contract shall supersede the applicable NTE modification. Multiple NTE modifications or portions of unpriced modifications may be incorporated in a supplemental agreement which supersedes a NTE modification, provided that the identification shown in the applicable NTE modifications is set forth in such supplemental agreements. Any supplemental agreement, which supersedes a NTE modification, shall be executed within one hundred eighty (180) days after the issuance of the NTE modification, but in no event after forty percent (40%) of the work has been completed. If agreement on a definitive bilateral modification to any NTE modification is not reached by the period specified above, the PCO may determine a reasonable price for the NTE modification concerned with FAR 15.8 and FAR Part 31 and DOD FAR Supplemental 215.8 and FAR Part 31 subject to appeal by the Contractor as provided in the "Disputes" clause of this contract.

(g) Segregation of Costs of NTE Modifications. The Contractor shall segregate by modification all incurred costs (less allocable credits) for work allocable to each NTE modification issued pursuant to paragraph (e) above. The requirement for the Contractor to segregate the costs of each NTE modification shall continue until a firm price is established by a supplemental agreement to this contract.

(h) Modification to Supplemental Agreements. Additions to supplemental agreements or NTE modifications shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies or services ordered by the Government shall be processed in accordance with the termination procedures of this contract. Items of supplies or service set forth in modifications to supplemental agreements or NTE modifications (or contract exhibits) issued hereunder shall be numbered in accordance with the applicable procedures in DOD FAR Supplemental 204.7107, except that new contract line numbers shall not be assigned in contract modifications issued by the PCO.

(i) Provisioning Document, Specification, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

(End of clause)

PGI 245.103-70 Government Furnished Property

(a) The Government will provide only that property set forth below, notwithstanding any provisions of the specifications to the contrary:

Description	QTY	Date Provided	Location
NTCDL External Data User Interface (EDUI) Software	1	29 Mos After Contract Award	Contractor Facility
NTCDL Link Management Software	1	29 Mos After Contract Award	Contractor Facility
NTCDL Installation and Test Support Device (ITSD) (EDM)	1	36 Mos After Contract Award	Contractor Facility
NTCDL Mini form factor Cryptographic Core Module	27	9 Mos After Contract Award	Contractor Facility
NTCDL LRIP Mini form factor Cryptographic Core Module	48	30 days After LRIP Option Exercised	Contractor Facility
KEYMAT (Type TBD)	1	9 Mos After Contract Award	Contractor Facility
Key Fill Device (Type TBD)	1	9 Mos After Contract Award	Contractor Facility
Fill Cable (Type TBD)	1	9 Mos After Contract Award	Contractor Facility

Note: No additional Government Furnished Material will be added to this clause after contract award. If vendors want to suggest added GFP/GFM, it must be done prior to RFP proposal due date.

(b) Disposition Instructions: Upon completion of the Contract or until GFP is no longer necessary, the contractor shall notify the PCO to provide inventory disposition schedule 30 days after property items are no longer needed or 60 days after contract completion.

(c) Restriction of Use: The contractor is not authorized to use the GFP listed herein for any other purpose than the contracting effort, unless otherwise authorized in writing by the contracting officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

BILLING CODE 5001-06-P
[GRAPHIC] [TIFF OMITTED] TR18NO13.031

BILLING CODE 5001-06-C

Legend:

AC: Access Control
AT: Awareness and Training MP:
AU: Auditing and Accountability
CM: Configuration Management
CP: Contingency Planning
IA: Identification and Authentication
IR: Incident Response
MA: Maintenance
MP: Media Protection
PE: Physical & Environmental Protection
PM: Program Management
RA: Risk Assessment
SC: System & Communications Protection
SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

5252.217-9203 EXERCISE OF OPTION (JUL 2000)

The Government, at any time after effective date of contract, may require the Contractor to furnish Option Items for delivery at the time(s) and place(s) and at the price(s) set forth herein. If Options are exercised within the period below, it shall be done as unilateral modification. If Options are exercised outside of the period below, it will be done as bilateral modification. Contractor will be notified 30 days prior to the option exercise dates listed below:

<u>ITEMS</u>	<u>OPTION EXERCISE DATE</u>
0002-0005	29 Nov 2016 – 28 Nov 2020
1001-1004	29 Nov 2020 – 28 Nov 2021
2001-2004	29 Nov 2021 – 28 Nov 2022

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment 5 and is made a part of this contract.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the

straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Ms. Heidi Radaford
SPAWAR
4301 Pacific Highway, Code 2.1B9
San Diego, CA 92110-3127
(619) 524-7386
heidi.radaford@navy.mil

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-10	Incentive Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010

52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2012
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE II (SEP 1989)

(a) The Contractor shall test EDM unit(s) of Lot/Item 0001 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 21 calendar days from the date of this contract to COR marked "FIRST ARTICLE TEST REPORT: Contract No. , Lot/Item No. " Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph

(b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

((a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to end of the option exercise; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-9 REFUND OF ROYALTIES (APR 1984)

(a) The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.

(b) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract hereunder.

(c) The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.

(d) The Contractor will be compensated for royalties reported under paragraph (c) of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not in fact paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the Government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs.

(e) If, at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.

(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the

enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(f) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(g) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(h) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment

request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1 – NTCDL System Performance Specification (SPS) NTCDL-SPS-1004M-1.0

Attachment 2 – Statement of Work (SOW) NTCDL-SOW-1005M-1.0

Attachment 3 – DoD Contract Security Classification Specification (DD254)

Attachment 4 – Contract Data Requirements List (CDRLs)

Attachment 5 - Small Business Contracting Plan